



Lewis Glasser
Casey & Rollins
PLLC
LAW OFFICES

RECORDATION NO.

25903

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SURFACE TRANSPORTATION BOARD

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October 12, 2005

Via Federal Express

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

I have enclosed, an original and one copy of a Security Agreement, dated October 6, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents, to be recorded pursuant to the provisions of 49 U.S.C. Section 11301.

The names and addresses of the parties to the enclosed document are:

Secured Party: Fifth Third Bank
999 4th Avenue
Huntington, West Virginia 25701

Debtor: Rail Connection, Inc.
2418 Grant Avenue, Suite A
St. Albans, West Virginia 25177

The railroad equipment covered by the enclosed document is Two Hundred-Thirteen (213) railcars described as:

- Twenty-Two 3,850 cubic feet twin tub and steel flat bottom railcars within the series APPX 4000 to APPX 4021;
- Twenty-Nine 52' 4 1/2'-5' sided, 100-ton load limit, steel gondola cars within the series APPX 5000 to 5012; APPX 5014 to APPX 5029;
- Forty-Nine covered hopper 4650 and 4750 c.f. capacity railcars within the series WKHX 21009; WKHX 21014; WKHX 49135; WKHX 49136; WKHX 49146; WKHX 49161; WKHX 49173; WKHX 49195; WKHX 49196; WKHX 49225; WKHX 40244; WKHX 49263; WKHX 49279; WKHX 52912; WKHX 53616; WKHX 53630; WKHX 53646; WKHX 53651 to WKHX 53653; WKHX 460007; WKHX 460011; WKHX 460194 to WKHX 460200; WKHX 460207; WKHX 460209; WKHX 460215; WKHX 465126; WKHX 470100; WKHX 475017 to WKHX 475019; WKHX 475044; WKHX 475046; WKHX 475051; WKHX 476347; WKHX 478721; WKHX 478725; WKHX 480000; WKHX 886452; WKHX 46756; WKHX 49223; WKHX 53624; WKHX 460193;



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- One Hundred-Thirteen 100-ton steel open-top hoppers, bearing the following reporting marks within the series: BSIX 1321; BSIX 1324; BSIX 1326; BSIX 1330; BSIX 1331; BSIX 1347; BSIX 1348; BSIX 1357; BSIX 1359; BSIX 1363; BSIX 1367; BSIX 1374; BSIX 1376; BSIX 1377; BSIX 1399; BSIX 1401; PBNE 1218; PBNE 1225; PBNE 1228; PBNE 1229; PBNE 1231; PBNE 1233; PBNE 1238; PBNE 1241; PBNE 1242; PBNE 1246; PBNE 1253; PBNE 1267; PBNE 1270; PBNE 1273 to PBNE 1275; PBNE 1277; PBNE 1279; PBNE 1281; PBNE 1286; PBNE 1288; PBNE 1289; PBNE 1291 to PBNE 1293; PBNE 1295; PBNE 1298; PBNE 1302 to PBNE 1304; PBNE 1307 to PBNE 1310; PBNE 1315 to PBNE 1318; PBNE 1320; PBNE 1322; PBNE 1323; PBNE 1327 to PBNE 1329; PBNE 1332; PBNE 1333; PBNE 1335 to PBNE 1337; PBNE 1339 to PBNE 1341; PBNE 1343 to PBNE 1346; PBNE 1349 to PBNE 1351; PBNE 1353 to PBNE 1356; PBNE 1358; PBNE 1360 to PBNE 1362; PBNE 1364 to PBNE 1366; PBNE 1369; PBNE 1370; PBNE 1372; PBNE 1373; PBNE 1375; PBNE 1378 to PBNE 1382; PBNE 1384 to PBNE 1387; PBNE 1389 to PBNE 1393; PBNE 1395 to PBNE 1397; PBNE 1400; PBNE 1402; PBNE 1403; PBNE 1407; PBNE 1409;

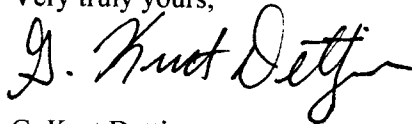
and as more particularly set forth in the equipment schedule attached to the document.

A short summary of the documents to appear in the index is:

Security Agreement

I have also enclosed a check in the amount of \$33.00 payable to the Surface Transportation Board covering the required recordation fee. Once the enclosed document has been recorded, please return a stamped copy in the enclosed self-addressed stamped envelope.

Very truly yours,



G. Kurt Dettinger

Enclosures

GKD/bj

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SECURITY AGREEMENT

This Security Agreement (hereinafter called "Agreement"), ^{SURFACE TRANSPORTATION BOARD} made and entered into as of October 6, 2005, between **RAIL CONNECTION, INC.**, a West Virginia corporation ("Company"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Bank").

WHEREAS, pursuant to the terms of that certain Loan Agreement of even date herewith between Company and Bank (the "Loan Agreement"), Bank has agreed to make a loan to Company in the total principal amount of \$1,650,000.00 to be secured, *inter alia*, by a first lien security interest in certain of the Company's assets; and

WHEREAS, in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Security Interest.**

(a) To secure the payment as and when due of all Obligations (as such term is defined in the Loan Agreement), Company hereby grants to Bank all of Company's right, title and interest in and to the two hundred thirteen (213) railcars more particularly defined and described in the Schedule of Railcars attached hereto and incorporated herein as **Exhibit A** (the "Railcars"), as such Schedule of Railcars may be amended from time to time, and grants Bank a first priority security interest in (i) the Railcars, (ii) Company's interest in accessions, accessories, equipment, appurtenances, and replacement and added parts appertaining or attached to any of the Railcars owned or hereafter acquired, and all substitutions, renewals or replacement of and additions, improvements, accessions and accumulations to any of the Railcars, together with all the rents, issues, income, profits, proceeds and avails therefrom and proceeds thereof, (iii) all proceeds and all present and future evidences of rights to payment (including, without limitation, insurance and indemnity payments) due or to become due to Company on account of the lease, sale, loss or other disposition of the Railcars, (iv) that certain Railroad Equipment Lease by and between the Company and Crominet Corporation, entered into as of December 1, 2004, and any exhibits or schedules thereto; that certain Full Service Maintenance Lease Agreement by and between the company and FirstEnergy Generation Corp., dated as of September 13, 2004, and any exhibits or schedules thereto; that certain Railcar Lease Agreement by and between the Company and Perdue Farms, Inc., made as of November 1, 2004, and any exhibits or schedules thereto; and that certain Railroad Equipment Lease by and between the Company and The David J. Joseph Company, dated as of December 15, 2004, and any exhibits or schedules thereto (together, the "Leases") and all bills of sale or other similar documents, agreements and instruments relating to the Railcars, and all other leases, chattel paper, agreements, accounts, bank or deposit accounts and instruments relating to the Railcars, whether now existing or hereafter arising (the "Documentary Security"), together with all of the Company's estate, right, title, interest, claims and demands in, to and under such documents, agreements and instruments, including all extensions of any of the terms thereof, together with all rights, powers, privileges, options and other benefits of Company including, without limitation, the right to receive notices, give consents, exercise any election or option, declare defaults and demand payments thereunder, and (v) all rent, damages, and other moneys from time to time payable to or receivable by Company under the Documentary Security (the Railcars, Documentary Security, proceeds, rights, claims and causes of action described in items (i)

through (v) above being sometimes collectively called the "Collateral"), to have and to hold all and every part of the Collateral unto Bank, its successors and assigns, for its and their own use and benefit forever.

(b) Company agrees to prepare and deliver to Bank on the Closing Date (as defined in the Loan Agreement), or to the extent permissible by law, authorizes Bank to prepare and file this Security Agreement or a Memorandum of Security Agreement with the Surface Transportation Board pursuant to 49 U.S.C. §11301. Company also authorizes Bank to file financing statements and continuation statements, with or without the signature of the Company, in all jurisdictions necessary to create, perfect and continue the security interests created by this Security Agreement. Company will sign and execute, alone or with Bank, any financing statements, amendments or other documents, procure any documents and pay all costs necessary to maintain, defend and protect the security interests arising under this Security Agreement against the rights or interests of any third party. Company will pay all fees and costs associated with the filing of such documents and statements.

(c) Company will cause each Railcar to be kept and numbered with the identifying numbers set forth in the Schedule of Railcars attached hereto as Exhibit A and all other markings and stenciling required by the Interchange Rules and the Codes of Car Hire and Car Service Rules of the Association of American Railroads, as the same may be amended from time to time. Company shall promptly replace any such words or numbers, which may be removed, defaced or destroyed. Company will not change, or permit to be changed, the numbers on any Railcar, except in accordance with a statement of new numbers to be submitted therefore which previously shall have been filed, recorded or deposited by Company with Bank and in all public offices where this Security Agreement or Memorandum of Security Agreement has been filed, recorded or deposited.

2. **Representations, Warranties and Covenants of Company.** Company hereby represents, warrants and covenants as follows:

(a) The address appearing with Company's signature below is the address of Company's principal business office.

(b) Company will give Bank 30 days' prior written notice of any change in Company's principal office or records regarding the Collateral.

(c) Except for the Leases, Company will not, without the prior written consent of Bank, move, sell, lease, permit any encumbrance on or otherwise dispose of the Collateral. Company represents and warrants that Company is the sole owner of the Collateral, free and clear of all liens, claims, and encumbrances and Company will defend the Collateral and the Bank's interest therein against all adverse claims and demands.

(d) Company agrees to pay to Bank on demand all expenses, including reasonable attorney fees and expenses, incurred by Bank in protecting or enforcing its rights in the Collateral or otherwise under this Agreement.

(e) Company shall deliver to Bank all items of Collateral of which possession by Bank is necessary to perfect its security interest therein.

(f) Company hereby agrees to faithfully preserve and protect Bank's security interest in the Collateral at all times, and further agrees to execute and deliver, from time to time, any and all further, or other, security agreements, Surface Transportation Board filings, financing statements, documents and instruments and perform or refrain from performing such acts, as Bank may reasonably request to effect the purposes of this Agreement and to secure to Bank the benefits of all the rights, authorities and remedies conferred upon Bank by the terms of this Agreement. Company shall permit, or cause to be permitted, at Company's expense, representatives of Bank to inspect and make copies of the books and records of Company relating to the Collateral at any reasonable time or times upon prior notice.

3. **Defaults.** The occurrence of any of the following events shall constitute a default hereunder: An Event of Default shall occur and be continuing beyond any applicable grace period as defined in the Loan Agreement or under this Agreement or any of the other Loan Documents (as defined in the Loan Agreement).

4. **Remedies.**

(a) Upon the occurrence of a default under this Agreement, Bank may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, including without limitation the right to take possession and sell, lease or otherwise dispose of the Collateral. If reasonable notice of any disposition of Collateral or other enforcement is required, such requirement will be met if such notice is mailed, postage pre-paid, to the address of Company shown below Company's signature on this Agreement at least 10 days prior to the time of disposition or other enforcement. Company agrees that upon demand by Bank after default, Company will promptly assemble the Collateral and make the Collateral available to Bank at a place convenient to Bank.

(b) Company agrees that all of the Collateral and all of the other security which may be granted to Bank in connection with the obligations secured hereby constitute equal security for all of the obligations secured hereby, and agrees that Bank shall be entitled to sell, retain or otherwise deal with any or all of the Collateral, in any order or simultaneously as Bank shall determine in its sole and absolute discretion, free of any requirement for the marshaling of assets or other restriction upon Bank in dealing with the Collateral or such other security.

(c) Upon the occurrence of any default under this Agreement, Company hereby irrevocably constitutes and appoints Bank (and any employee or agent of Bank) as Company's true and lawful attorney-in-fact with full power of substitution, in Bank's name or Company's name or otherwise, for Bank's sole use and benefit, at Company's cost and expense, to exercise the following powers with respect to the Collateral:

- (1) To demand, sue for collection, receive, and give acquittance for any and all monies due or owing with respect to the Collateral;

- (2) To receive, take, endorse Company's name on, assign and deliver any checks, notes, drafts, documents or other instruments taken or received by Bank in connection with the Collateral;
- (3) To settle, compromise, prosecute, or defend any action or proceeding with respect to the Collateral;
- (4) To sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds thereof, as fully as if Bank were the absolute owner thereof;
- (5) To sign Company's name to and file this Security Agreement or such other documents and instruments as Bank deems necessary or desirable with the Surface Transportation Board or such other agencies as Bank may deem appropriate;
- (6) To take any and all action that Bank deems necessary or proper to preserve its interest in the Collateral, including without limitation, the payment of debts of Company that might impair the Collateral or Bank's security interest therein, the purchase of insurance on the Collateral, the repair or safeguard of the Collateral, or the payment of taxes thereon; and
- (7) To notify any lessee of any Collateral of Bank's security interest in the Collateral and to instruct them to make payment directly to Bank.

(d) Company agrees that the powers of attorney granted herein are coupled with an interest and shall be irrevocable until full, final and irrevocable payment and performance of the indebtedness secured hereby; and that neither Bank nor any officer, director, employee or agent of Bank shall be liable for any act or omission, or for any mistake or error of judgment, in connection with any such powers;

(e) Notwithstanding the foregoing, Bank shall be under no duty to exercise any such powers, or to collect any amount due on the Collateral, to realize on the Collateral, to keep the Collateral, to make any presentment, demand or notice of protest in connection with the Collateral, or to perform any other act relating to the enforcement, collection or protection of the Collateral;

(f) This Agreement shall not prejudice the right of Bank at its option to enforce the collection of any indebtedness secured hereby or any other instrument executed in connection with this transaction, by suit or in any other lawful manner. No right or remedy is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative to every other right or remedy herein or conferred in any other agreement or document for the benefit of Bank, or now or hereafter existing at law or in equity.

5. Miscellaneous.

(a) This agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

(b) This Agreement shall inure to the benefit of Bank, its successors and assigns and to any other holder who derives from Bank title to or an interest in the indebtedness which this Agreement secures, and shall be binding upon Company, its successors and assigns.

(c) If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been included.

(d) All notices pursuant to this Security Agreement shall be in writing and shall be directed to the addresses set forth below or such other address as may be specified in writing, by certified or registered mail, return-receipt requested by the party to which or whom notices are to be given. Notices shall be deemed to be given three days after mailing by depositing it in any United States post office station or mailbox in a post-paid envelope.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above

RAIL CONNECTION, INC.

By: 
Its: Vice President

2418 Grant Avenue, Suite A
St. Albans, West Virginia 25177

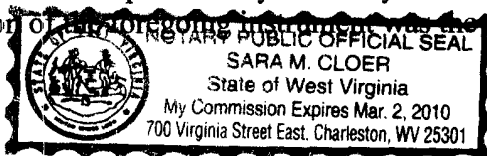
FIFTH THIRD BANK

By: 
Its: Vice President

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF Kanawha)

On this 10 day of October 2005, before me personally appeared W. Kurt Higginbotham, to me personally known, who being by me duly sworn, says that he is the Vice President of Rail Connection, Inc., a West Virginia corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of said foregoing instrument was the free act and deed of said corporation.

(Seal)



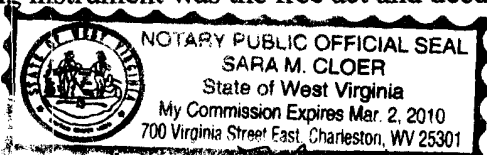
Sara M Cloer
Notary Public

My commission expires March 2, 2010.

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF KANAWHA)

On this 10 day of October 2005, before me personally appeared Jeff A. Vickers, to me personally known, who being by me duly sworn, says that he is the Vice President of Fifth Third Bank, an Ohio banking corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)



Sara M Cloer
Notary Public

My commission expires March 2, 2010.

Exhibit A

Schedule Of Railcars

Two hundred thirteen (213) railcars, identified as follows:

Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number
Twenty-two (22) 3,850 cubic feet twin tub and steel flat bottom rail cars			33	APPX	5010	67	WKHX	53630
1	APPX	4000	34	APPX	5011	68	WKHX	53646
2	APPX	4001	35	APPX	5012	69	WKHX	53651
3	APPX	4002	36	APPX	5014	70	WKHX	53652
4	APPX	4003	37	APPX	5015	71	WKHX	53653
5	APPX	4004	38	APPX	5016	72	WKHX	460007
6	APPX	4005	39	APPX	5017	73	WKHX	460011
7	APPX	4006	40	APPX	5018	74	WKHX	460194
8	APPX	4007	41	APPX	5019	75	WKHX	460195
9	APPX	4008	42	APPX	5020	76	WKHX	460196
10	APPX	4009	43	APPX	5021	77	WKHX	460197
11	APPX	4010	44	APPX	5022	78	WKHX	460198
12	APPX	4011	45	APPX	5023	79	WKHX	460199
13	APPX	4012	46	APPX	5024	80	WKHX	460200
14	APPX	4013	47	APPX	5025	81	WKHX	460207
15	APPX	4014	48	APPX	5026	82	WKHX	460209
16	APPX	4015	49	APPX	5027	83	WKHX	460215
17	APPX	4016	50	APPX	5028	84	WKHX	465126
18	APPX	4017	51	APPX	5029	85	WKHX	470100
19	APPX	4018	Forty Nine (49) covered hopper 4650 and 4750 c.f. capacity railcars			86	WKHX	475017
20	APPX	4019	52	WKHX	21009	87	WKHX	475018
21	APPX	4020	53	WKHX	21014	88	WKHX	475019
22	APPX	4021	54	WKHX	49135	89	WKHX	475044
Twenty-nine (29) 100 ton load limit, steel gondola cars			55	WKHX	49136	90	WKHX	475046
23	APPX	5000	56	WKHX	49146	91	WKHX	475051
24	APPX	5001	57	WKHX	49161	92	WKHX	476347
25	APPX	5002	58	WKHX	49173	93	WKHX	478721
26	APPX	5003	59	WKHX	49195	94	WKHX	478725
27	APPX	5004	60	WKHX	49196	95	WKHX	480000
28	APPX	5005	61	WKHX	49225	96	WKHX	886452
29	APPX	5006	62	WKHX	40244	97	WKHX	46756
30	APPX	5007	63	WKHX	49263	98	WKHX	49223
31	APPX	5008	64	WKHX	49279	99	WKHX	53624
32	APPX	5009	65	WKHX	52912	100	WKHX	460193
			66	WKHX	53616			

Exhibit A (cont.)

Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number
One hundred thirteen (113) 100-ton steel open top hoppers			138	PBNE	1289	178	PBNE	1355
101	BSIX	1321	139	PBNE	1291	179	PBNE	1356
102	BSIX	1324	140	PBNE	1292	180	PBNE	1358
103	BSIX	1326	141	PBNE	1293	181	PBNE	1360
104	BSIX	1330	142	PBNE	1295	182	PBNE	1361
105	BSIX	1331	143	PBNE	1298	183	PBNE	1362
106	BSIX	1347	144	PBNE	1302	184	PBNE	1364
107	BSIX	1348	145	PBNE	1303	185	PBNE	1365
108	BSIX	1357	146	PBNE	1304	186	PBNE	1366
109	BSIX	1359	147	PBNE	1307	187	PBNE	1369
110	BSIX	1363	148	PBNE	1308	188	PBNE	1370
111	BSIX	1367	149	PBNE	1309	189	PBNE	1372
112	BSIX	1374	150	PBNE	1310	190	PBNE	1373
113	BSIX	1376	151	PBNE	1315	191	PBNE	1375
114	BSIX	1377	152	PBNE	1316	192	PBNE	1378
115	BSIX	1399	153	PBNE	1317	193	PBNE	1379
116	BSIX	1401	154	PBNE	1318	194	PBNE	1380
117	PBNE	1218	155	PBNE	1320	195	PBNE	1381
118	PBNE	1225	156	PBNE	1322	196	PBNE	1382
119	PBNE	1228	157	PBNE	1323	197	PBNE	1384
120	PBNE	1229	158	PBNE	1327	198	PBNE	1385
121	PBNE	1231	159	PBNE	1328	199	PBNE	1386
122	PBNE	1233	160	PBNE	1329	200	PBNE	1387
123	PBNE	1238	161	PBNE	1332	201	PBNE	1389
124	PBNE	1241	162	PBNE	1333	202	PBNE	1390
125	PBNE	1242	163	PBNE	1335	203	PBNE	1391
126	PBNE	1246	164	PBNE	1336	204	PBNE	1392
127	PBNE	1253	165	PBNE	1337	205	PBNE	1393
128	PBNE	1267	166	PBNE	1339	206	PBNE	1395
129	PBNE	1270	167	PBNE	1340	207	PBNE	1396
130	PBNE	1273	168	PBNE	1341	208	PBNE	1397
131	PBNE	1274	169	PBNE	1343	209	PBNE	1400
132	PBNE	1275	170	PBNE	1344	210	PBNE	1402
133	PBNE	1277	171	PBNE	1345	211	PBNE	1403
134	PBNE	1279	172	PBNE	1346	212	PBNE	1407
135	PBNE	1281	173	PBNE	1349	213	PBNE	1409
136	PBNE	1286	174	PBNE	1350			
137	PBNE	1288	175	PBNE	1351			
			176	PBNE	1353			
			177	PBNE	1354			